

CAMPAIGN SPENDING COMMISSION

STATE OF HAWAII

In Re the Matter of)	CA 03-04
)	
MITCHELL A. IMANAKA, Attorney)	
At Law)	
)	
Respondent.)	
_____)	

CONCILIATION AGREEMENT

On or around December 2002, Robert Y. Watada, Executive Director for the Campaign Spending Commission ("Commission"), initiated an investigation of Respondent, Mitchell Imanaka, an officer of the law corporation Dwyer Imanaka Schraff Kudo Meyer & Fujimoto, Attorneys at Law, A Law Corporation (the "Firm"). Business Registration Division records list Mitchell A. Imanaka ("Imanaka") as a vice-president of the Firm, whose business address is 900 Fort Street Mall, Honolulu, Hawaii. The investigation was initiated pursuant to the express authority of section 11-193, Hawaii Revised Statutes ("HRS"), for a determination of whether the campaign spending law had been violated and a complaint would be submitted to the Commission.

NOW, THEREFORE, Imanaka and the Commission, having entered into conciliation and pursuant to section 11-216(g), HRS, do hereby agree as follows:

- I. That the Commission has jurisdiction over Respondent and the subject matter of this administrative action.
- II. That this Conciliation Agreement ("Agreement") and upon complete performance of the conditions stated herein has the effect of remedial or

corrective action taken by Respondent pursuant to section 11-216(g),
HRS.

- III. That Respondent had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- IV. That Respondent waives the right to be heard at a public hearing conducted under chapter 91, HRS, pursuant to section 11-228(b), HRS.
- V. That Respondent enters into this Agreement with the Commission on his own volition and with full knowledge and understanding.
- VI. That parties agree to the pertinent facts as follows:
 - 1. On or around December 2002, Robert Y. Watada, in his capacity as Executive Director of the Campaign Spending Commission, and upon information received through the disclosure statements of the Harris 2000 Campaign Committee ("Harris"), initiated an investigation involving excess contributions in violation of sections 11-204, HRS.
 - 2. Section 11-204(a)(1)(C), HRS, reads in part as follows: No person, other than a candidate for the candidate's own campaign, or any other entity shall make contributions to:...A candidate seeking nomination or election to a four-year nonstatewide office or to the candidate's committee in an aggregate amount greater than \$4,000 during an election period.

3. The election period for the Harris 2000 campaign for Mayor of Honolulu includes the period from November 6, 1996 to November 7, 2000.
4. On or about December 15, 1999, the Firm made a contribution to the Campaign Committee in the amount of \$4,000.
5. On or about September 22, 2000, Imanaka made an in-kind contribution to Harris in the amount of \$2,837.
6. That aggregate contributions by the Firm and Imanaka totaled \$6,837 to the Harris campaign committee for the 2000 election period, excess contributions of \$2,837.

VII. Settlement Terms

As final settlement of the matter and issues in Conciliation Agreement #03-04, Imanaka understands and agrees to the following:

- (A) Imanaka agrees to an assessment of **Five Hundred Dollars (\$500)** pursuant to section 11-228, HRS.
 - (1) For violation of section 11-204(a)(1)(C), HRS, making an excess campaign contribution to the Harris campaign committee for the 1996 - 2000 election period;
- (B) Imanaka agrees to comply with campaign finance statutes on contribution and expenditures to candidate committees.
- (C) Terms of payment of the assessment shall be by Order of the Commission.

- VIII. The Commission upon its own motion or a written request of anyone filing a complaint under section 11-216, HRS, may review compliance with the Agreement. If the Commission believes that the Agreement has been violated, it may institute administrative proceedings or a civil action in the Circuit Court of the First Circuit pursuant to section 11-228(c), HRS.
- IX. This Agreement shall become effective as of the date that all parties have signed and the Commission has approved the entire Agreement.
- X. This Agreement constitutes the entire agreement between the Commission and Imanaka on the matters raised herein, and no other statement, promise, or agreement, either in writing or oral, not contained in this Agreement made by either party or by agents of either party shall be enforceable.
- XI. This Agreement, unless violated, shall be a complete bar to any further action by the Commission with respect to the violations at issue in this matter.

FOR THE COMMISSION:

Robert Y. Watada, Executive Director

By: _____

Date: _____

FOR THE RESPONDENT(S)

Mitchell Imanaka

By: _____
(Name)

Date: _____

